



## MAINE CHILD PASSENGER SAFETY SEAT PROGRAM ACKNOWLEDGEMENT AND WAIVER AND RELEASE

Neither the State of Maine, the Maine Child Passenger Safety Seat Program, \_\_\_\_\_ (Site), nor their agents and assigns are dealers in child restraint seats or child safety seats, attachments or related equipment and make no warranty, either express or implied, regarding the merchantability, fitness for a particular purpose, or in any other respect to child passenger safety seats, child restraint seats, attachments or related equipment furnished to participants in the Maine Child Passenger Safety Seat Program. All participants in the Maine Child Safety Seat Program expressly acknowledge that any child safety seat, child restraint seat, attachments and related equipment received or used in the course of the Maine Child Passenger Safety Seat Program is provided "as is", and neither the State of Maine, Maine Child Passenger Safety Program, or \_\_\_\_\_ (Site) are responsible for the condition or safety of any such equipment or any injuries or damages arising from the use, possession or control of such equipment.

Neither the State of Maine, the Maine Child Passenger Safety Seat Program, nor \_\_\_\_\_ (Site), their agents or assigns are agents for any manufacturer or any other entity involved with the design, manufacture, or marketing of the child safety seats, child restraint seats, attachments or related equipment. All claims with respect to warranties, either express or implied, which may exist between the manufacturer and the user of such equipment are reserved to the user and are not superseded by this agreement. I understand that the State of Maine, the Maine Child Passenger Safety Seat Program, and \_\_\_\_\_ (Site) offer the child safety seats as a public service without expectation of remuneration.

This acknowledges that I/we, the parent(s) or legal guardian(s) of \_\_\_\_\_ (Child's name), have participated in and received education, instruction and training from the State of Maine, the Maine Child Passenger Safety Program, \_\_\_\_\_ (Site), their agents and assigns in the installation, use, maintenance, removal, and operation of child safety seats, child restraint seats, attachments and related equipment; I/we understand the educational, instructional and training materials provided, and I/we was/were provided sufficient time and opportunity to learn and understand such educational, instructional and training materials.

In consideration of receipt of a child safety seat, child restraint seat, attachments, or related equipment, and education, instruction and training in the installation, use, maintenance and operation of such equipment, I/we agree and hereby release, and will not make or aid in making any claims, demands, actions, or causes of action, either on my or our own behalf or on behalf of any other person(s), against the State of Maine, the Maine Child Passenger Safety Program, \_\_\_\_\_ (Site), their agents and assigns for damages to any property or personal injury to me/us arising out of the provision or use of the child safety seat, child safety seat, attachments or related equipment by me, my child, or any other person.

I/we agree to hold harmless and to indemnify the State of Maine, the Maine Child Safety Program, \_\_\_\_\_ (Site), their agents or assigns from any liability, suits, claims, judgments, losses, costs or expenses of any kind, including reasonable attorney's fees, which may be asserted against any one or more of them by or on behalf of any person, firm, company, corporation or entity relating to property damage arising out of the use of the child safety seat by me, my/our child or any other person.

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Recipient (Print Name)**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Recipient (Signature)**

\_\_\_\_\_  
**Recipient Telephone Number**

**The recipient was provided with a Child Safety Seat, education, and instruction on the proper use, installation, maintenance, removal and operation of the \_\_\_\_\_ type of seat or equipment at this Distribution Site.**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Technician (Print Name)**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Technician (Signature)**